

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	)	
	)	Chapter 11
In re:	)	
	)	Case No. 20-12366 (KBO)
KETTNER INVESTMENTS, LLC, <sup>1</sup>	)	
	)	<b>Related to ECF No. 170</b>
Debtor.	)	
	)	<b>Obj. Deadline: Feb. 9, 2022, at 4:00 P.M. (EST)</b>
	)	<b>Hr'g Date: Feb. 15, 2022, at 12:00 P.M. (EST)</b>
	)	

**LIMITED OBJECTION OF JARED BERRY TO THE CONFIRMATION OF  
THE COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF  
REORGANIZATION OF KETTNER INVESTMENTS, LLC**

Jared Berry (“**Berry**”) hereby objects to the confirmation of the *Combined Disclosure Statement and Chapter 11 Plan of Reorganization of Kettner Investments, LLC* [ECF No. 170], as amended, supplemented, or otherwise modified (the “**Plan**”) as set forth herein. In support of this limited objection, Berry states that:

1. At the hearing on the *Motion of Stevens & Lee, P.C. for Permission to Withdraw as Counsel to Jared Berry* [ECF No. 266] (the “**Withdrawal Hearing**”), the Court directed counsel to Berry and Kettner Investments, LLC (the “**Debtor**,” and with Berry, the “**Parties**”) to meet and confer to resolve Berry’s objection to the Plan’s confirmation on the basis that the Plan’s third-party releases and injunction are inappropriate with respect to him under *Gillman v. Continental Airlines (In re Continental Airlines)*, 203 F.3d 203 (3d Cir. 2000), *In re Zenith Electronics Corporation*, 241 B.R. 92 (Bankr. D. Del. 1999), and their progeny (“**Berry’s Plan Objection**”).

<sup>1</sup> The last four digits of the Debtor's federal taxpayer identification number are 2258. The mailing address for the Debtor, solely for the purpose of notices and communications, is 9625 Mission Gorge Road, No. B-2331, Santee, California 92071.

2. After the Withdrawal Hearing, the Parties' counsel met and conferred to resolve, and in fact did resolve, Berry's Plan Objection. To resolve it, the Debtor agreed to include, in any order confirming the Plan, language excluding Berry's claims against non-debtors from the effect of the Plan's third-party releases and injunction.

3. If the agreed-on language is included in, and no conflicting language is added to, any order confirming the Plan, then Berry's Plan Objection is resolved. Otherwise, he will renew Berry's Plan Objection at the hearing on the Debtor's request for confirmation of the Plan.

**WHEREFORE**, Berry respectfully asks this Court to include the agreed-on language or other substantially similar language in any order confirming the Plan.

Dated: February 9, 2022  
Wilmington, Delaware

Respectfully submitted,

**STEVENS & LEE, P.C.**

/s/ David W. Giattino

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